D.   REMARKS

Status of the Claims

Claims 1, 3, 4, 6-10, 12, 13, 15-19, 21, 22, and 24-27 are currently present in the Application. Claims 1, 10, and 19 are independent claims and have been amended. Claims 2, 5, 11, 14, 20 and 23 have been cancelled, the limitations of these claims having been incorporated into their respective independent claims.

Examiner Interview

[Interview scheduled for Tuesday Feb 1 at 2:00PM – I have asked to discuss the allowability of claims 2, 11, and 20, as discussed herein. I will fill in this examiner interview with a summary of the interview]

Objections

The Examiner objected to Applicant's specification for a minor formality. Applicant has amended the "Related Application" section to include the application serial number of Applicant's related application. Applicant therefore respectfully requests that the Examiner withdraw the objection to Applicant's specification.

Drawings

Applicant notes with appreciation the acceptance, by the Examiner, of Applicant's formal drawings filed with the application.

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Claim Rejections - Alleged Anticipation Under 35 U.S.C. § 102

Claims 1-3, 6-7, 9-12, 15-16, 18-21, 24-25, and 27 were rejected under 35 U.S.C. § 102(e) as being allegedly anticipated, and therefore unpatentable, over U.S. patent no. 6,507,727 to Henrick (hereinafter "Henrick"). Applicant respectfully traverses the rejection.

As amended, Applicant claims a method, information handling system, and a computer program product with each independent claim including the limitations of:

- identifying a receiving device;

- sending a receiving agent to the receiving device, wherein the receiving agent identifies download data, and wherein the receiving agent includes a bootstrap agent and a lifecycle control agent; and

- downloading the identified download data to the receiving device.

Each of the amended independent claims includes a limitation originally found in dependent claims 2, 11, and 20. This limitation is "_**wherein the receiving agent includes a bootstrap agent and a lifecycle control agent**_." As explained more fully below, Henrick completely fails to teach a receiving agent that includes a bootstrap agent and a lifecycle control agent.

Applicant describes a "bootstrap" agent as follows:

A bootstrap agent is first loaded in the handheld device. The bootstrap agent manages the downloading of a second, more specialized agent that is based on both the characteristics of the handheld device and the services to which the user has subscribed. [specification, page 4, lines 4-8]

Applicant's "bootstrap" agent is also described in other places throughout the specification (see, e.g., Figures 2, 5, 6, and 8 and corresponding text).

Applicant's "lifecycle" control agent is described as an agent that monitors the bootstrap agent and manages the class of service available at the user's device and the service time to live:

> Both BA [bootstrap agent] and LCA [lifecycle control agent] have functionality that allows a mutual monitoring so if one agent fails, the other reloads and restarts the one which failed. [specification, page 10, lines 3-6]

> When service providers wireless station 210 receives request 270, wireless station transmits lifecycle control agent 275 that includes service time to live (STTL) 280 and class of service 285. Service time to live 280 is part of the security information with a main purpose of invalidating access to the services and to removing the agent after a certain period of time. [specification, page 10, line 27 - page 11, line 2].

Applicant's "lifecycle" agent is also described in other places throughout the specification (see, e.g., Figures 2, 5, 6, 7, 8, and 9, and corresponding text).

On the other hand, Henrick neither teaches nor suggests any software modules, or "agents," that perform functions similar to Applicant's claimed "bootstrap" and "lifecycle" agents. The Office Action contends that Henrick teaches these limitations in its rejection of Applicant's original claims 2, 11, and 20 (now incorporated into Applicant's independent claims). The Office Action states:

As per claim 2, Henrick discloses the method as described in claim 1 wherein the receiving agent includes a bootstrap agent (authorization code) and a lifecycle control agent (software agent 112)(see col. 5, lines 25-45).

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A review of Henrick, with particular attention to the section cited in the Office Action, shows that Henrick neither teaches nor suggests using "bootstrap" and "lifecycle" agents as claimed by Applicant, as such terms are defined in Applicant's specification.

The cited section of Henrick is as follows:

In step 414, Web server 106 transmits to software agent 112 the name and location of the requested song, as well as an authorization code for downloading. Software agent 112 is then able to download the song, in step 415, from Web server 106 or another location authorized by the service by transmitting the authorization code to a server storing a copy of the requested song. In one embodiment, the song is downloaded from Web server 106. In another embodiment, the song is downloaded from a second server operated by the service. In yet another embodiment, the song is downloaded from a third party authorized by the service; this arrangement would be practical, for example, if the service did not itself have the desired song or content on its own servers, or if the service specialized in finding the most cost effective third party source from which to download content. Alternatively, rather than issue an authorization code to PC 108, Web server may instead simply push the requested digital content to PC 108 or issue a command to the second server or third party server to do so. Once the download is complete and verified, in step 416, the user's service account is charged and any required payments are made to the content owners or download source.
(Henrick, col. 5, lines 25-45)

In each of the embodiments described in the prior art reference, Henrick describes the Web server as downloading content (e.g., music files) to the user's computer using the "software agent." However, nowhere does Henrick describe the use of two agents that monitor one another and that perform the functions as Applicant's "bootstrap" and "lifecycle" agents.

Applicant's respectfully remind the Examiner that, under MPEP § 2111.01, the "words of a claim must be given their 'plain meaning' _unless they are defined in the specification._" (emphasis added). In the instant application, Applicant has

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clearly defined the meaning of "bootstrap" and "lifecycle"
agents.   Therefore, Applicant's definitions found in the
specification must be used by the Examiner when examining
Applicant's claims.   (See, also, MPEP § 2173.05(a), "The Meaning
of Every Term Should be Apparent"; and MPEP § 2111.01(III),
"Applicant may be own Lexicographer").

The Office Action contends that Henrick teaches that the
"receiving agent includes a bootstrap agent (authorization code)
and a lifecycle control agent (software agent 112)(see col. 5,
lines 25-45)."   The Examiner's juxtaposition of Applicant's
terms with terms found in Henrick is simply incorrect.

Henrick's "authorization code" is not interchangeable with
Applicant's claimed "bootstrap agent."   Henrick's authorization
code is data authorizing the downloading of content.   The
authorization code is never described by Henrick as something
that can be executed.   Rather, Henrick describes the
authorization code as enabling the downloading of content, such
as a song, from a server to the user's computer.   In one
embodiment, Henrick teaches that the software agent is able to
download the content after being authorized by the service by
transmitting the authorization code.   In an alternative
embodiment, Henrick teaches that the authorization code is not
used and, instead, the content is "pushed" from the server to
the user's computer.   Nowhere does Henrick teach or suggest that
the "authorization code" is executable software.   Therefore,
Henrick's "authorization code" simply cannot be treated as being
at all similar with Applicant's claimed "bootstrap agent," which
is executable code that performs various functions, as described
above.

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Each of Applicant's independent claims have been amended to include the limitation *wherein the receiving agent includes a bootstrap agent and a lifecycle control agent.* Therefore, as described above, Applicant has overcome the rejection of each of Applicant's independent claims is allowable over Henrick under 35 U.S.C. § 102. Each of Applicant's remaining claims depends, directly or indirectly, on one of the independent claims. Therefore, each of Applicant's dependent claims is allowable for at least the same reasons that Henrick is allowable. Furthermore, while not specifically argued, Applicant notes that Henrick fails to teach or suggest claim limitations found in other claims that were rejected under § 102. Applicant reserves the right to argue this failure on the part of Henrick should a further communication or appeal be necessary.

Claim Rejections – Alleged Obviousness Under 35 U.S.C. § 103

Claims 4, 5, 8, 13, 14, 17, 22, 23, and 26 stand rejected under 35 U.S.C. § 103(a) as allegedly being obvious, and therefore unpatentable, over Henrick in view of U.S. Patent No. 6,785,659 to Landsman et al. (hereinafter "Landsman"). Applicant respectfully traverses the rejection.

As described in the preceding section, claims 1, 10, and 19 have been amended to incorporate the limitations formerly found in dependent claims 2, 11, and 20, respectively. Each of the independent claims is clearly patentable over Henrick because, as described above, Henrick does not teach the use of two software agents that interact with one another to download content. Specifically, Henrick does not teach or suggest a "bootstrap" and a "lifecycle" agent that work together to download content.

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The Office Action correctly does not assert that Landsman teaches or suggests the use of two software agents that interact with one another to download content. A review of Landsman shows that Landsman teaches the use of a single agent. ("One component effectively downloads, from an [sic] distribution web server and to an extent necessary, and then persistently instantiates **an agent** at the client browser." (Abstract, emphasis added). Each of the claims rejected under 35 U.S.C. § 103 depends, directly or indirectly, on one of the independent claims. As described above, each of the claims rejected under § 103 is allowable for at least the same reasons that the respective independent claims are allowable. Therefore, the rejection of claims 4, 5, 8, 13, 14, 17, 22, 23, and 26 have been overcome.

Furthermore, while not specifically argued, Applicant notes that the combination of Henrick and Landsman fails to teach or suggest claim limitations found in other claims that were rejected under § 103. Applicant reserves the right to argue these failures on the part of Henrick and Landsman should a further communication or appeal be necessary.

Conclusion

As a result of the foregoing, it is asserted by Applicant that the remaining claims in the Application are in condition for allowance, and Applicant respectfully requests an early allowance of such claims.

Applicant respectfully request that the Examiner contact the Applicant's attorney listed below if the Examiner believes that such a discussion would be helpful in resolving any remaining questions or issues related to this Application.
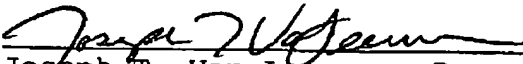
Respectfully submitted,

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